

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

ERIN STROHBEHN,

Case No. 16-cv-985

Plaintiff,

vs.

ACCESS GROUP, INC AND
WELTMAN, WEINBERG & REIS CO.,
L.P.A.

Defendants.

NOTICE OF WITHDRAWAL OF CERTAIN CLAIM

Plaintiff, Erin Strohbehn, by and through her undersigned counsel, withdraws her claim that the loans were paid in full via the 2007 payment. This removes the words “them off in their entirety, via” Dkt. 68, ¶ 14 and the word “off” *Id.* at ¶ 31, from the Second Amended Complaint.

Defendant Access Group has repeatedly served Fed. R. Civ. P. 11 motions on Plaintiff and her counsel based on the fact that Plaintiff thought that the loans were paid in full in 2007, but the Access Group records show that the loans were not paid off. Plaintiff wishes to end the distraction of Defendant’s side-show on this issue. As shown by the volumes of briefs, the parties have been appropriately focused on the application of Wisconsin law to the language of the notes and the statute of limitations. In fact, Defendant Access Group, Inc. did not move for summary judgment on the “paid in full” portion of the operative Complaint.

Plaintiff will not be pursuing any claim for relief based on the factual premise that she paid off her loans in their entirety in 2007. However, she still is pursuing her claim that the accounts were past the Wisconsin statute of limitations, and the running of the statute of

limitations treats the loans as if they were paid in full. Thus, each claim based on the fact that the loans were paid in full still stands.

Dated this 26th day of October, 2017.

s/ Nathan E. DeLadurantey

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